

REQUEST FOR COUNCIL ACTION

SUBJECT: Membership and Service Agreement between the City of West Jordan and the West Jordan Chamber of Commerce.

SUMMARY: Approve Membership and Service Agreement between the City of West Jordan and the West Jordan Chamber of Commerce.

**FISCAL
IMPACT:** The cost will be \$48,000 inclusive of the membership fees and enhanced membership fees, paid in monthly installments.

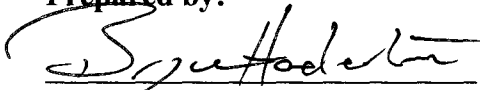
STAF RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing the execution by the Mayor of an Agreement between the City of West Jordan and the West Jordan Chamber of Commerce.


MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-141 authorizing the Mayor to execute the Membership and Service Agreement between the City of West Jordan and the West Jordan Chamber of Commerce."

Prepared by:


Bryce Haderlie
Interim City Manager

Approved as to legal form by:


Darien Alcorn
Deputy City Attorney

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-141

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND THE WEST JORDAN CHAMBER OF COMMERCE

Whereas, the City Council of the City of West Jordan desires to enter into an agreement with the West Jordan Chamber of Commerce and the City of West Jordan for membership and support services; and

Whereas, the Mayor is authorized to execute this agreement.

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute the attached Membership and Service Contract with West Jordan Chamber of Commerce.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 8th day of October , 2014

ATTEST:

KIM V. ROLFE
Mayor

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council:

"AYE"

"NAY"

Councilmember Hansen

Councilmember Haaga

Councilmember McConnehey

Councilmember Nichols

Councilmember Southworth

Councilmember Stoker

Mayor Rolfe

**THE CITY OF WEST JORDAN, UTAH
AND
WEST JORDAN CHAMBER OF COMMERCE
Membership and Service Contract**

This Membership and Service Agreement is hereby entered into, by and between The City of West Jordan, Utah, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "City") and the West Jordan Chamber of Commerce, a nonprofit business association (hereinafter referred to as "Chamber").

RECITALS

WHEREAS, the City desires to participate as a full member of the Chamber of Commerce in order to promote its interests and be a resource in mutually-beneficial goals and activities of the Chamber; and

WHEREAS, the City recognizes the value of a strong, independent Chamber of Commerce representing the legitimate interests of the business community; and

WHEREAS, the City desires to encourage growth, diversity, and positive relationships with local businesses in order to expand and diversify the tax base of the City and improve employment opportunities for residents of the City and

WHEREAS, the Chamber is uniquely qualified to perform services for the City to further the City's goals and programs.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties mutually agree as follows:

1. City membership in the Chamber of Commerce: The City agrees to establish and maintain basic membership in the Chamber of Commerce; and enhanced membership at the Platinum level; and to fully and consistently participate in activities and committees of mutual interest and benefit.
2. Chamber services to the City: The Chamber agrees to establish and maintain programs and activities providing direct and indirect benefit to the mission and goals of the City, including but not limited to the following:
 - a. Cooperate and participate in joint efforts to support existing business and retention and expansion, including sharing and analysis of data regarding business status, contacts, etc.
 - b. Cooperate and participate in joint efforts to recruit, attract, and welcome appropriate new businesses into the community.
 - c. Promote in meetings, literature, and direct contacts a positive business and governmental environment in West Jordan.

- d. Identify needs and suggestions that will improve the business climate.
 - e. Assist City staff with the dissemination of information, education, and evaluation of city programs, regulations, policies that affect local businesses.
 - f. Provide additional assistance, event and program cooperation, as needed and identified in the future as opportunities arise.
3. City Participation in Chamber Boards: The City Manager, or an alternative representative designated by the City Council, shall sit as a permanent voting member of the Chamber's Board of Directors as long as the City is a full member of the Chamber. The Mayor shall sit as an Ex Officio member of the Board. City Council members are also Ex-Officio members of the Chamber, although they are not members of the Board of Directors. As Chamber members, City Council members and City staff are eligible and encouraged to serve on Chamber committees.
4. Communication and Accountability: The City and Chamber shall establish formal and informal communication and accountability reporting to ensure a productive ongoing relationship. a. Unless otherwise agreed to by the parties, the Chamber shall prepare a brief (1-2 page) summary quarterly (by September 30th, December 31st (may be combined with the report in 4c below), March 31st, and June 30th), reporting efforts, activities, and issues that demonstrate efforts required in section 2 above.
- a. Upon receipt of any written report from the Chamber, City staff shall review the report with the purpose of adding comments and observations relative to the effectiveness of the Chamber efforts. Unless otherwise agreed to by the parties, the City will transmit both reports to the City Council.
 - b. If requested by the City Council, the Chamber will attend and present at the annual City Council strategic planning session. Unless otherwise agreed to by the parties, the Chamber will include the following in its reporting: membership statistics, program summaries, important events, performance results, and suggested initiatives or modifications for the coming year.
5. Membership Investment and Compensation for Services: Consideration for services provided shall be rendered as follows:
- a. The City shall pay basic membership fees to the Chamber as per the current rate schedule and at the time required by Chamber by laws.
 - b. The City shall participate in the platinum level of the enhanced membership program; and pay at the same time as the basic membership fees.
 - c. For the services outlined in Section 2 above, the City shall pay the Chamber an additional sum that shall equal a total of \$48,000 less the membership fees and enhanced membership fees, paid in monthly installments within 30 days of the tendering of a monthly invoice.

- d. The contract terms, including fees for service compensation shall be reviewed during the City's budget process, and adjustments, if any, reflected in a successor agreement for the subsequent City fiscal year.
6. Term and Termination: This agreement shall be effective on July 1, 2014 and shall terminate on June 30, 2015. Either party may terminate the contract for services at any time during the term of this Agreement upon 90 days written notice to the other party. A successor agreement for the subsequent City fiscal year shall be negotiated and considered for approval prior to the termination date of this agreement.
7. Representation Regarding Ethical Standards for City Officers and Employees and former City Officers and Employees. The Chamber represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, West Jordan City Code.
8. Notice. All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Chamber of Commerce
c/o Chairman of the Board
8000 South Redwood Road, Suite 130
West Jordan, Utah 84088

City of West Jordan
Attn: City Clerk
8000 South Redwood Road, Suite
307 West Jordan, Utah 84088

9. Indemnification, Liability and Insurance. The Chamber shall indemnify and hold harmless the City, its officers, agents employees and volunteers from any and all claims arising out of the activities or omissions of the Chamber, its officers, agents, employees, sub-consultants and others claiming through or under the Chamber, including its assignees, under this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. The Chamber shall indemnify and hold harmless the City, its officers, agents, employees and volunteers from any and all claims involving worker's compensation and claims for injuries occurring upon or arising from the performance of this Agreement.

10. Assignment. This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.
11. Relationship of Parties and No Third Party Rights. This Agreement does not create any joint venture partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties. The contractual relationship between the City and the Chamber out of this Agreement is one of independent contractor and not agency. It is understood that the Chamber shall not be deemed an employee of the City, and the Chamber has no authority to enter into legally binding obligations on behalf of the City. It is specifically understood by the parties that: (a) the City has no interest in or responsibilities for or duty to third parties as a result of this Agreement, (b) the Chamber shall have full power and authority over services performed subject to the obligations of the Chamber set forth in this Agreement.
12. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
13. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

EXECUTED this 8th day of October 2014

THE WEST JORDAN CHAMBER OF COMMERCE

By: _____
Its: Chairman of the Board

THE CITY OF WEST JORDAN

APPROVED AS TO FORM:

By: _____
Its: Mayor

West Jordan City Attorney

Attest:

City Clerk